

# EXHIBIT A

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NATIONSTAR MORTGAGE, LLC; U.S. BANK, NATIONAL

ASSOCIATION, SUCCESSOR TRUSTEE TO BANK OF

AMERICA, N.A., SUCCESSOR BY MERGER TO LASALLE

BANK, N.A., AS TRUSTEE TO THE HOLDERS OF THE

ZUNI MORTGAGE LOAN TRUST 2006-OA1, MORTGAGE LOAN

PASS-THROUGH CERTIFICATES, SERIES 2006-OA1 *erroneously*

*sued as* U.S. BANK NATIONAL ASSOCIATION and

VERIPRISE PROCESSING SOLUTIONS, LLC

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

NATHANIEL J. FRIEDMAN,

Plaintiff,

v.

U.S. BANK NATIONAL  
ASSOCIATION; BANK OF AMERICA,  
N.A.; NATIONSTAR MORTGAGE,  
LLC, a Delaware Limited Liability  
Company; VERIPRISE PROCESSING  
SOLUTIONS, LLC, a Delaware Limited  
Liability Company; AZTEC  
FORECLOSURE CORPORATION; and  
DOES 1 through 10, inclusive,

Defendants.

Case No. 2:16-cv-02265-CAS-FFM

(Hon. Christina A. Snyder)

**NOTICE OF MOTION AND  
MOTION TO DISMISS SECOND  
AMENDED COMPLAINT;  
MEMORANDUM OF POINTS AND  
AUTHORITIES IN SUPPORT;  
[PROPOSED] ORDER**

Date: January 9, 2017

Time: 10:00 a.m.

Courtroom: 8D

**Documents Filed April 25, 2016:**

1. Request for Judicial Notice &  
Exhibits

Complaint filed: April 1, 2016

FAC filed: June 20, 2016

SAC filed: September 26, 2016

Trial: None

1 **TO THE COURT, ALL PARTIES, AND THEIR COUNSEL OF RECORD:**

2 **PLEASE TAKE NOTICE** on January 9, 2017 at 10:00 a.m. or as soon  
3 thereafter as may be heard, in Courtroom 8D of the Honorable Christina A. Snyder, of  
4 the above-entitled Court located at 350 W. 1<sup>st</sup> Street, Los Angeles, California 90012,  
5 defendant Veriprise Processing Solutions, LLC (**Veriprise** or **defendant**) will and  
6 hereby does move this Court to dismiss plaintiff Nathaniel J. Friedman's (**plaintiff**)  
7 second amended complaint (**SAC**) with prejudice.

8 This motion is made pursuant to Federal Rule of Civil Procedure 12(b)(6) and is  
9 based on the grounds the SAC fails to state a claim upon which relief may be granted.

10 This motion is based upon this notice, the attached memorandum of points and  
11 authorities, all papers and documents on file herein, the Court's files concerning this  
12 action, together with those facts and documents of which defendant requests judicial  
13 notice or matters for which judicial notice is proper, as well as any oral argument that  
14 may be presented at the time of the hearing.

15 This motion is made following defendant's efforts at a good faith conferral with  
16 pro-se plaintiff Nathaniel J. Friedman, Esq. pursuant to L.R. 7-3, as set forth in the  
17 Declaration of Parisa Jassim, filed simultaneously herewith. Ms. Jassim attempted to

18 ///

19 ///

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1 meet and confer with Mr. Friedman on the morning of [DATE], regarding the merits of  
2 the SAC.

3 Dated: December 5, 2016

Respectfully submitted,

4 **AKERMAN LLP**

5 By: /s/ Parisa Jassim

6 Karen P. Ciccone

Parisa Jassim

7 Attorneys for Defendants  
8 NATIONSTAR MORTGAGE LLC; U.S.  
9 BANK, NATIONAL ASSOCIATION,  
10 SUCCESSOR TRUSTEE TO BANK OF  
11 AMERICA, N.A., SUCCESSOR BY  
12 MERGER TO LASALLE BANK, N.A.,  
13 AS TRUSTEE TO THE HOLDERS OF  
14 THE ZUNI MORTGAGE LOAN TRUST  
15 2006-OA1, MORTGAGE LOAN PASS-  
16 THROUGH CERTIFICATES, SERIES  
17 2006-OA1 and VERIPRISE  
18 PROCESSING SOLUTIONS, LLC  
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff's second amended complaint (**SAC**) is plaintiff's third attempt at  
4 establishing a viable claim against defendant in what is now his second lawsuit<sup>1</sup> based  
5 on the same undisputed and judicially noticed facts. Veriprise filed a declaration of  
6 non-monetary status in the prior state court action on October 5, 2015. (Request for  
7 Judicial Notice (**RJN**), Exhibit 1.)<sup>2</sup> Plaintiff did not object.

8 As recognized by this Court in its prior orders on co-defendants Nationstar  
9 Mortgage LLC (Nationstar) and U.S. Bank's motions to dismiss plaintiff's original  
10 complaint, first amended complaint and second amended complaint, the bases of this  
11 lawsuit are simple: In April 2006, plaintiff Nathaniel Friedman—a lawyer—received a  
12 \$2,100,000.00 loan secured with a deed of trust recorded against his Beverly Hills  
13 property. He defaulted in July 2013 and then entered into a modification agreement  
14 (hereinafter **modification** or **agreement**) with then servicer, Bank of America, N.A.  
15 (**BANA**). Shortly thereafter, the servicing of plaintiff's loan was released to co-  
16 defendant Nationstar.

17 The modification created a new principal balance and interest rate; in exchange,  
18 plaintiff agreed to make monthly principal and interest payments plus monthly "escrow  
19 items." Those escrow items were for real property taxes and property insurance  
20 premiums to be paid by the "lender" (BANA and subsequently Nationstar) on plaintiff's  
21 behalf when due. Plaintiff was to reimburse the lender through a portion of his monthly  
22  
23  
24

25 <sup>1</sup> On March 25, 2015, plaintiff initiated his state court action, styled *Nathaniel J. Friedman v.*  
26 *Nationstar Mortgage LLC, et al.*, in Los Angeles Superior Court, case number SC123958. The state  
27 court action was based on the same loan modification agreement and was adjudicated in Nationstar's  
28 favor following Nationstar's motion for summary judgment. It is discussed in more detail in Section  
II.A below.

<sup>2</sup> All citations to the RJN refer to the RJN filed on April 25, 2016, which was granted by this Court in  
its June 6, 2016 order.

1 payments.<sup>3</sup> Plaintiff acknowledges these were the terms he agreed to, but nonetheless  
2 admits he refused to honor them.

3 Plaintiff brings this suit against Veriprise under a theory of financial elder abuse,  
4 but provides no factual basis for his claim. Veriprise served only as a trustee under the  
5 deed of trust, and only between January 2015 and February 2016. (SAC, ¶¶ 26 and 28.)  
6 Plaintiff has no viable grounds for relief as to Veriprise and Veriprise respectfully  
7 requests the Court grant its motion to dismiss the second amended complaint with  
8 prejudice.

## 9 II. STATEMENT OF RELEVANT FACTS

### 10 A. The State Court Action and Appeal

11 On March 25, 2015, plaintiff initiated his state court action, styled *Nathaniel J.*  
12 *Friedman v. Nationstar Mortgage LLC, et al.*, in Los Angeles Superior Court, case  
13 number SC123958 (**the State Action**). (Request for Judicial Notice (**RJN**), Exhibit 1.<sup>4</sup>)  
14 Plaintiff filed a first amended complaint on September 1, 2015, alleging six causes of  
15 action for (1) preliminary injunction, (2) negligence, (3) breach of the implied covenant  
16 of good faith and fair dealing, (4) intentional infliction of emotional distress, (5)  
17 declaratory relief and (6) slander of title. (RJN, Exhibit 2.) Identical to this case, the  
18 State Action was based on the terms of plaintiff's loan modification agreement and his  
19 refusal to pay full amounts owed to Nationstar. (RJN, Exhibit 2.) Plaintiff openly  
20 conceded he refused to pay Nationstar amounts due for taxes and insurance because he  
21 opted to instead make his own duplicative payments to the tax collector and the  
22 insurance company. (RJN, Exhibit 2.) Like he does in his current complaint, plaintiff  
23 further challenged Nationstar's right to hold the incomplete monthly payments in an  
24

25 <sup>3</sup> Because plaintiff had previously defaulted on his loan, it is typical for modifications to require  
26 impounding or escrowing funds for the lender's or servicer's payment of taxes and insurance. This  
27 ensures the taxes and insurance are paid and reduces any risk of the lender's security interest being  
28 compromised by competing liens.

<sup>4</sup> All citations to the RJN refer to the RJN filed on April 25, 2016, which was granted by this Court in  
its June 6, 2016 order.



1 impound (or suspense) account and, based thereon, contended his loan was not actually  
2 in default. (RJN, Exhibit 2, ¶ 19.)

3 On November 20, 2015, Nationstar filed a motion for summary judgment. (RJN,  
4 Exhibit 3.) Nationstar's motion included a supporting declaration from Karen Ciccone  
5 (RJN, Exhibit 4) and the amended declaration of Fay Janati (RJN, Exhibit 5). Plaintiff  
6 filed an opposition on December 23, 2015. (RJN, Exhibit 6.) Nationstar filed a reply  
7 brief on December 31, 2015. (RJN, Exhibit 7.) The motion was heard and granted in its  
8 entirety on January 6, 2016. (RJN, Exhibit 8.) Nationstar served a notice of entry of  
9 judgment on January 27, 2016. (RJN, Exhibit 9.) On February 24, 2016, plaintiff filed  
10 a notice of appeal. (RJN, Exhibit 10.) The appeal is still pending.

11 **B. The Parties and Subject Loan**

12 On or about April 19, 2006, plaintiff obtained a \$2,100,000.00 refinance loan  
13 (**loan**) from Countrywide Home Loans, Inc. (**Countrywide**), secured by the real  
14 property located at 1423 Schuyler Road, Beverly Hills, California 90210 (**property**).  
15 (FAC, ¶ 2; RJN, Exhibit 11.) The deed of trust, recorded on April 26, 2006, named  
16 Mortgage Electronic Registration Systems, Inc. (**MERS**) as beneficiary and nominee for  
17 the lender and lender's successors and assigns and Recontrust Company, N.A.  
18 (**Recontrust**) as trustee. (*Id.*) Bank of America, N.A. (**BANA**) serviced the loan from  
19 2006 through 2013. (RJN, Exhibit 12.) Contemplating receipt of incomplete payments,  
20 the deed of trust provided:

21 Lender **may return** any payment or partial payment if the payment or  
22 partial payments are insufficient to bring the Loan current. Lender **may**  
23 **accept** any payment or partial payment insufficient to bring the Loan  
24 current without waiver of any rights hereunder or prejudice to its rights to  
25 refuse such payment or partial payments in the future, **but Lender is not**  
**obligated to apply such payments at the time such payments are**  
**accepted. ... Lender may hold such unapplied funds until Borrower**  
**makes payment to bring the Loan current.** (Emphasis added.) (RJN,  
Exhibit 11.)

26 On May 9, 2012, Recontrust, in its capacity as trustee, recorded a corporation  
27 assignment of deed of trust conveying the interest in the senior deed of trust to  
28 defendant U.S. Bank, National Association, Successor Trustee to Bank of America,

1 N.A., Successor by Merger to LaSalle Bank, N.A., as Trustee to the Holders of the Zuni  
2 Mortgage Loan Trust 2006-OA1, Mortgage Loan Pass-Through Certificates, Series  
3 2006-OA1 (U.S. Bank). (RJN, Exhibit 13.)

4 **C. The Loan Modification and Service Release to Nationstar**

5 Plaintiff's loan was service released to Nationstar in July 2013. (RJN, Exhibit  
6 12.) Just prior to Nationstar taking over servicing, plaintiff and BANA entered into a  
7 loan modification agreement dated July 1, 2013. (FAC, ¶ 3; SAC, ¶ 1, Exhibit A; RJN,  
8 Exhibit 5, ¶ 6.) The agreement, which modified the deed of trust, provided as follows:

- 9 ■ New principal balance of \$2,558,066.10, with a maturity date of May 1,  
10 2046 (395 months);
- 11 ■ An interest rate of 3.125% accrued as of June 1, 2013, with a first monthly  
12 payment due July 1, 2013;
- 13 ■ Monthly payments of \$10,375.87 for principal and interest only, but with an  
14 estimated \$2,495.94 added on to account for expected escrow payments,  
15 **making the monthly payment due \$12,871.81 (subject to change**  
16 **depending on varying escrow fees);**
- 17 ■ And, importantly, under paragraph 4.F, the modification stated:

- 18 ○ *I will pay to Lender on the day payments are due under the Loan*  
19 *Documents as amended by this Agreement, until the Loan is paid in*  
20 *full, a sum (the "Funds") to provide for payment of amounts due for:*  
21 *(a) taxes and assessments and other items which can attain priority*  
22 *over the Mortgage as a lien or encumbrance of the Property; (b)*  
23 *leasehold payments or ground rents on the Property, if any; (c)*  
24 *premiums for any and all Insurance required by Lender under the*  
25 *Loan Documents; (d) mortgage insurance premiums, if any, or any*  
26 *sums payable to Lender in lieu of the payment of mortgage insurance*  
27 *premiums in accordance with the Loan Documents; and (e) any*  
28 *community association dues, fees, and assessments that Lender*  
*requires to be escrowed. These items are called "Escrow Items." I*  
*shall promptly furnish to Lender all notices of amounts to be paid*  
*under this section 4.F. **I shall pay Lender the Funds for Escrow***  
***Items unless Lender waives my obligation to pay the Funds for any***  
***or all Escrow Items. Lender may waive my obligation to pay Lender***  
***Funds for any or all Escrow Items at any time. Any such waiver***  
***may only be writing.** In the event of such waiver, I shall pay directly,*  
*when and where payable, the amounts due for any Escrow Items for*  
*which payments of Funds has been waived by Lender and, if Lender*  
*requires, shall furnish to Lender receipts evidencing such payment*

1           *within such time period as Lender may require. My obligation to*  
2           *make such payments and to provide receipts shall for all purposes be*  
3           *deemed to be a covenant and agreement contained in the Loan*  
4           *Documents, as the phrase "covenant and agreement" is used in the*  
5           *Loan Documents. If I am obligated to pay Escrow Items directly,*  
6           *pursuant to a waiver, and I fail to pay the amount due for an Escrow*  
7           *Item, Lender may exercise its rights under the Loan Documents and*  
8           *this Agreement and pay such amount and I shall then be obligated to*  
9           *repay to Lender any such amount. (Emphasis added.) (RJN, Ex. 5, ¶*  
10           *6; SAC, Ex. B.)*

11           Plaintiff's FAC and SAC evidence an understanding of the modification terms,  
12           stating, "Pursuant to the Loan as amended by the [loan modification agreement],  
13           Plaintiff was required to pay to Lender the sum of \$10,375.87 per month as payment of  
14           principal and interest on the Loan. Pursuant to sections 3 and 4 of the [loan  
15           modification agreement], Plaintiff was also required to pay to Lender approximately  
16           \$2,495.94 per month ('Escrow Funds') to provide for the payment of amounts due for  
17           property taxes and fire insurance..." (FAC, ¶ 7; SAC ¶ 22.) Despite his awareness he  
18           was required to pay the additional escrow items, plaintiff admits in his original  
19           complaint he only paid the mortgage payments "in the amount of \$10,385.87"  
20           (Complaint, ¶ 9) and that he "may have, in a technical sense, breached the contract" by  
21           refusing to pay the full amounts owed (Complaint, ¶ 12).

22           **D. Plaintiff's Requests for Waiver of the Escrow Account**

23           Soon after Nationstar loaded the modification into its system, plaintiff began  
24           contacting Nationstar requesting a waiver of the escrow account. (RJN, Exhibit 5, ¶ 8.)  
25           Nationstar acknowledged each request with a written response, the first of which was  
26           dated December 19, 2013. (RJN, Exhibit 5, ¶ 9.) Plaintiff acknowledged receipt of the  
27           letter in his sworn testimony. (RJN, Exhibit 4, ¶ 3.) In that correspondence, Nationstar  
28           verified it had already disbursed the first of two property tax payments for the 2013-  
2014 year and further declined plaintiff's request for a rescission of the escrow account.  
(RJN, Exhibit 5, ¶ 9.) As Nationstar explained in its letter, the terms of the modification  
specifically obliged plaintiff to pay Nationstar for monthly escrow items. (RJN, Exhibit  
5, ¶ 9.) Further, Nationstar's independent investigation revealed plaintiff had made a

1 delinquent tax payment in December 2012, a factor which—though not the sole basis for  
2 Nationstar's denial—negatively impacted his request. (RJN, Exhibit 5, ¶ 9.) Lastly,  
3 Nationstar broke down its accounting bases for the monthly escrow items due and  
4 informed plaintiff his complete monthly payments amounted to \$12,625.85. (RJN,  
5 Exhibit 5, ¶ 9.) Despite this correspondence, plaintiff continued to make monthly  
6 payments of \$10,375.87 (covering the loan's monthly principal and interest only). (RJN,  
7 Exhibit 4, ¶ 3.)

8 Nationstar sent a subsequent correspondence to plaintiff, dated February 11, 2014,  
9 again declining his request for the removal of the escrow account. (RJN, Exhibit 5, ¶  
10 10.) Plaintiff acknowledged receipt of the correspondence in his sworn testimony.  
11 (RJN, Exhibit 4, ¶ 3.) In it, Nationstar addressed plaintiff's objections to the December  
12 19, 2013 letter, specifically acknowledging plaintiff's claim that his December 2012 tax  
13 delinquency was due to an error on behalf of the United States Postal Office. (RJN,  
14 Exhibit 5, ¶ 10.) Plaintiff acknowledged receipt of the correspondence in his sworn  
15 testimony. (RJN, Exhibit 4, ¶ 3.) Nonetheless, Nationstar explained, due to the terms of  
16 the modification, the requirement for the escrow account was to remain on plaintiff's  
17 account for the life of the loan. (RJN, Exhibit 5, ¶ 10.) Nationstar further provided an  
18 updated escrow analysis, and informed plaintiff his new monthly payments owed were  
19 \$12,552.50. (RJN, Exhibit 5, ¶ 10.) Again, despite this correspondence, plaintiff  
20 continued to make monthly payments of \$10,375.87 and, in a letter dated March 10,  
21 2014, informed Nationstar he would resume making the only partial payments. (RJN,  
22 Exhibit 5, ¶ 11.)

23 In a letter dated March 26, 2014, Nationstar acknowledged plaintiff's partial  
24 payments and explained the incomplete payments would be applied to a suspense  
25 account (rather than to the loan account) until additional funds were sent in to equal the  
26 amount due. (RJN, Exhibit 5, ¶ 12.) Nationstar reiterated the same in a follow-up  
27 correspondence dated April 14, 2014 and again informed plaintiff the escrow account  
28 would remain in place for the life of the mortgage loan. (RJN, Exhibit 5, ¶ 13.) Plaintiff

1 acknowledged receipt of the correspondence in his sworn testimony. (RJN, Exhibit 4, ¶  
2 3.) Again, despite Nationstar's frank and documented responses, plaintiff continued to  
3 make incomplete monthly payments of \$10,375.87. (RJN, Exhibit 4, ¶ 3.)

4 **E. Nationstar's Recorded Notice of Default and Notice of Sale**

5 After over a year of Nationstar declining plaintiff's requests for a rescission of the  
6 escrow account and plaintiff's refusal to pay Nationstar the total amount of his monthly  
7 payments, Nationstar executed a notice of default. (FAC, ¶ 9; SAC ¶ 26, Exhibit M;  
8 RJN, Exhibit 14.) The notice of default was recorded by the substituted trustee,  
9 Veriprise, on January 30, 2015 and reflected \$81,232.58 in arrearages. (FAC, ¶ 9; SAC  
10 ¶ 29; Exhibit M; RJN, Exhibit 14.)

11 In response, plaintiff sent Nationstar two correspondences, dated February 2 and  
12 February 26, 2015, requesting Nationstar rescind the notice of default. (RJN, Exhibit 5,  
13 ¶¶ 14-15.) On March 26, 2015, Nationstar sent plaintiff a final correspondence  
14 acknowledging receipt of his February 2015 letters and unambiguously stated,  
15 "irrespective of repeated requests, we are unable remove [sic] the Escrow account and  
16 Nationstar will continue to pay County Taxes on the account." (Complaint, Exhibit O;  
17 RJN, Exhibit 5, ¶ 16.)

18 On March 7, 2016, following the dismissal of the State Action, Aztec Foreclosure  
19 Corporation (**Aztec**) substituted in as trustee. (RJN, Exhibit 15.) That same day, Aztec  
20 recorded a notice of trustee's sale reflecting an unpaid balance of \$2,671,482.07. (RJN,  
21 Exhibit 16.) To date, no sale has taken place.

22 **F. Plaintiff's Reinstatement**

23 Pursuant to this Court's recommendation at the preliminary injunction hearing on  
24 July 25, 2016, Nationstar provided a reinstatement quote to plaintiff taking out the taxes  
25 and escrow plaintiff alleged to have paid already. Nationstar reiterated to plaintiff that  
26 in providing the reinstatement, it was in no way waiving plaintiff's obligation to make  
27 his full monthly mortgage payments, including principal, interest, taxes, and insurance,  
28 as outlined in the July 1, 2013 modification agreement. Plaintiff accepted and paid the



1 reinstatement amount and thereafter reinstated his loan. (SAC ¶ 38.)

### 2 III. LEGAL STANDARD

3 A court may dismiss a complaint under Federal Rule of Civil Procedure 12(b)(6)  
4 for lack of a cognizable legal theory or insufficient facts pleaded to support an otherwise  
5 cognizable legal theory. *Balistreri v. Pacifica Police Dept.*, 901 F.2d 696, 699 (9th Cir.  
6 1990). To survive a dismissal motion, a complaint need only satisfy the minimal  
7 pleadings requirements of Rule 8(a)(2)—a short and plain statement of the claim.  
8 *Porter v. Jones*, 319 F.3d 483, 494 (9th Cir. 2003). The factual "allegations must be  
9 enough to raise a right to relief beyond a speculative level." *Bell Atl. Corp. v. Twombly*,  
10 550 U.S. 544, 555 (2007). That is, the complaint must "contain sufficient factual matter,  
11 accepted as true, to state a claim to relief that is plausible on its face." *Ashcroft v. Iqbal*,  
12 556 U.S. 662, 678 (2009). Dismissal with prejudice is proper if "it is clear that the  
13 complaint could not be saved by any amendment." *Livid Holdings, Ltd. v. Solomon*  
14 *Smith Barney, Inc.*, 416 F.3d 940, 946 (9th Cir. 2005).

### 15 IV. ARGUMENT

#### 16 A. Plaintiff's Claim for Financial Elder Abuse Fails as a Matter of Law

17 Plaintiff's elder abuse claim is without merit. As a matter of law, nonjudicial  
18 foreclosure proceedings do not and cannot constitute elder abuse. *Stebley v. Litton Loan*  
19 *Servicing, LLP* (2011) 202 Cal.App.4th 522, 527 ("Foreclosing on a home is not  
20 actionable [dependent adult/elder abuse] merely because it requires the former owner to  
21 move out"); *see also Carpenter v. Bank of America, N.A.* (S.D. Cal. 2013) 2013 WL  
22 28772 at \*4 ("facts of this [foreclosure] case are a square peg and the Elder Abuse Act is  
23 a round hole").) "Financial abuse of an elder or dependent adult occurs when a person  
24 or entity...(1) [t]akes, secretes, appropriates, obtains, or retains real or personal property  
25 of an elder or dependent adult for a *wrongful* use or with *intent to defraud*, or both"  
26 (emphasis added). California Welfare and Institutions Code section 15610.30,  
27 subdivision (a). Plaintiff fails to (and cannot) show any property was taken wrongfully.  
28 As stated in this Court's November 14, 2016 Order, "plaintiff's property has not yet been

1 sold at foreclosure and plaintiff does not allege that any real or personal property has  
2 been taken from him." Further, plaintiff will not *wrongfully* lose any property should it  
3 be sold at a future trustee's sale. As set forth above, defendants have acted in perfect  
4 compliance with the deed of trust and subsequent loan modification agreement and,  
5 what's more, they have given plaintiff repeated and ample opportunities to reinstate the  
6 loan—which plaintiff has finally done.

## 7 V. CONCLUSION

8 Based on the foregoing, defendant Veriprise respectfully request the Court grant  
9 its motion without leave to amend and dismiss the entirety of plaintiff's second amended  
10 complaint with prejudice.

11 Dated: December 5, 2016

Respectfully submitted,

**AKERMAN LLP**

By: /s/ Parisa Jassim

Karen P. Ciccone

Parisa Jassim

Attorneys for Defendants

NATIONSTAR MORTGAGE, LLC; U.S. BANK,  
NATIONAL ASSOCIATION, SUCCESSOR  
TRUSTEE TO BANK OF AMERICA, N.A.,  
SUCCESSOR BY MERGER TO LASALLE  
BANK, N.A., AS TRUSTEE TO THE HOLDERS OF  
THE ZUNI MORTGAGE LOAN TRUST 2006-OA1,  
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